



Keyler Masinelli (Bar No. 17584)
The Aryno Law Firm
keyler@arynolaw.com
Attorney for Peaceful Divorce Solutions LLC

IN THE FOURTH JUDICIAL DISTRICT COURT OF UTAH COUNTY

STATE OF UTAH

IN THE MATTER OF THE MARRIAGE OF BRENT SEAMONS, Petitioner, and RICKIE SEAMONS, Respondent.	DECREE OF DIVORCE Case No. 264402260 Judge Denise M. Porter Commissioner Dustin Hardy
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This matter comes before the Court pursuant to the parties' Stipulation and Settlement Agreement. Thirty days have passed since the filing of the Petition or the Court has entered an order waiving the thirty-day waiting period. The Court, having previously entered its written Findings of Fact and Conclusions of Law, does hereby GRANT the Petitioner a DECREE OF DIVORCE and does hereby ORDER, ADJUDGE and DECREE as follows:

1. The parties are husband and wife and do not have any children together under the age of 18.

SPOUSAL SUPPORT

2. **Alimony**: Brent shall pay Rickie alimony of \$1,750.00 per month. Alimony support shall be paid one-half by the 5th and one-half by the 20th of each

month. Alimony shall automatically and permanently terminate (1) after 10 years, (2) upon the remarriage of Rickie, (3) upon the cohabitation of Rickie, or (4) upon the death of either party, whichever occurs first.

a. If either party experiences an increase or decrease of twenty percent (20%) or more in that party's gross income from the income stated in this Stipulation, or from the income most recently used to adjust alimony under this provision, the parties may recalculate and adjust the alimony obligation by mutual written agreement without the necessity of filing a petition to modify.

b. A voluntary reduction in income, including a voluntary change of employment, reduction in work hours, or other voluntary underemployment, shall not automatically constitute a basis for reducing alimony. In determining whether an adjustment is appropriate, the parties may consider the affected party's earning capacity and the circumstances surrounding the change in employment or income. Nothing in this provision prevents either party from seeking modification from the Court as otherwise permitted by Utah law.

REAL PROPERTY

3. Real Property. During the course of the marriage, the parties acquired the following real property:

a. Marital Home. A home and real property located in 37 E. 700 N., Mapleton, UT 84664 ("Marital Home"). The parties shall list the home for sale within 30 days of the signing of this Stipulation and shall

consider any and all reasonable market value offers. The parties have agreed to use Wendy Buhler as the agent.

b. While the house is for sale, the parties have agreed to continue using the joint checking account for household expenses and Rickie will continue to live at the home. These expenses include the vehicle loans, mortgage, utilities and groceries. The parties have decided to pay those expenses and then split the remainder each month as individual discretionary spending amounts.

c. Once the home sells, the proceeds will be used to pay off the outstanding loans on the car, boat and trailer. \$5000 will be set aside to fund a boat maintenance account that both parties have access to and then the remainder will be split equally between the parties.

VEHICLES

4. Vehicles. The parties shall divide and award their vehicles as follows:

Vehicle:	Awarded to:
2021 Hyundai Tucson	Rickie
Drift Boat	Brent
2019 Side by Side Kawasaki w/ flatbed trailer	Brent
Jazz RV Trailer	Rickie
2017 Axis Boat	Brent and Rickie 50/50

a. The parties will bear any expenses related to the vehicles awarded to them and will refinance the vehicles to remove the other parties name from the vehicle loans attached to the vehicles they were awarded.

b. The parties agree that they will work together to refinance any vehicles loans as they agree.

c. The loan for the Tucson, Axis Boat and Jazz RV trailer will all be paid off with the proceeds from the sale of the Marital home.

d. Brent will add Rickie to the registration for the Axis Boat. Both will equally pay for the insurance, maintenance, storage and any other expenses associated with the boat. A joint account will be established for paying boat expenses and funded with \$5,000 from the proceeds of the house. If the boat is sold at a future date, the proceeds will be split equally between the parties. The boat trailer will be registered to both parties. It's currently not registered in Utah and Brent will be responsible for registration within 30 days of entry of the Decree of Divorce and will be obligated for continued compliance with registration and any fees associated with the registration.

PERSONAL PROPERTY

5. **Personal Property.** The parties are each awarded their own personal property, including but not limited to clothes, jewelry, premarital property, personal effects, books, paperwork, journals, and personal property acquired after separation.

FINANCIAL ACCOUNTS AND DEBTS

6. **Financial Accounts.** During the marriage, the parties acquired certain financial accounts. The parties will distribute their financial accounts as follows:

a. **Pacific Horizon Checking #3460-09:** The account will remain a joint account until after the home sells and then Rickie will remove her name from the account and the remaining funds will be split equally. Neither party shall cause the account to be overdrawn or withdraw funds that are not agreed upon mutually by the parties or for the regular course of business to maintain the home.

b. **Pacific Horizon Savings #3460-01:** Will remain jointly held until after the home sells and then Rickie will remove her name from the account and the remaining funds will be split equally. Neither party shall cause

the account to be overdrawn or withdraw funds that are not agreed upon mutually by the parties or for the regular course of business to maintain the home.

c. Health Equity HAS #1313: Account funds will be split equally, and the account shall be awarded to Brent. Rickie will set up her own Health Equity account so her portion can be moved to her own account.

7. **Retirement Accounts**. During the marriage, the parties acquired retirement accounts. The parties will distribute their retirement accounts as follows:

a. Pension: Account awarded to Brent and marital funds to be split 50/50. Those funds will continue to be deposited in the joint account until the home is sold.

b. Fullmer 401K: Account is owned by Brent and the current funds will be split 50/50, valuated as of the date of entry of the Decree of Divorce.

c. The parties shall require a QDRO for both accounts and they shall retain a mutually agreed upon attorney to draft the QDROs. Any fees associated with the QDROS shall be split 50/50 by the parties.

8. **Debts**. During the course of the marriage, the parties acquired debts. The parties shall each be obligated to their debts in their own name.

9. **Pets**. The parties dog, Maisey, shall remain with Rickie.

10. **Other Debts**. Any and all other debts and obligations, not otherwise distributed herein or acquired after separation, shall be assigned and paid for by the party in whose name such debts appear.

- 11. Joint Debt Limit and Refi Obligation.** No additional amounts of debt may be added to or charged to any debt, credit card, or line of credit that is associated with or in the opposing party's name without his or her written consent. The party assigned to pay for any debt will have an ongoing duty to keep the debt current and to refinance the debt out of the other party's name as soon as possible. Once the debt is paid off, the other party's name shall be removed from the account or the account shall be closed.
- 12. Hold Harmless.** Each party will hold the other harmless on the debts ordered to be paid by him or her.
- 13. Creditors.** The parties understand that for joint debts upon entering the Decree of Divorce of joint debtors, the claim of a creditor remains unchanged unless otherwise provided by the contract, or until a new contract is entered into between the creditors and the debtors individually.
- 14. Notification to creditors.** Pursuant to Utah Code 15-4-6.5, the party under the obligation to pay a debt shall provide a copy of the parties' Decree of Divorce to all joint creditors of the parties existing at the time of the entry of the divorce and notify the creditors regarding the parties' separate current addresses.
- 15. Delinquency in payments.** If either party is obligated on a joint-secured debt, the payment of that debt must remain current. In the event that a payment is not paid in a timely manner, the secured asset must be placed immediately on the market for sale in order to protect the joint debtors. A party who makes payment on a delinquent debt in order to protect his or her credit rating, may seek reimbursement of the payment of that debt in addition to interest and attorney's fees from the other party.

16. Refinance. Each party shall offer their best efforts to remove each other from any debts, obligations, loans, etc. by refinance or otherwise and put the loan or obligation solely in their respective name, and to assume responsibility for and release any financial burden from the other party.

MISCELLANEOUS PROVISIONS

17. Former Name. Rickie's name may be restored to her maiden name of "Giles", if she so desires.

18. Documentation Cooperation. Each party shall be ordered to sign any and all documents as are required to implement the provisions herein upon request.

19. Mediation. Prior to or concurrent with a Petition to Modify being filed to change any provision of a final decree, the parties must first make a good faith attempt to offer to resolve the issue through mediation, for which both parties will share the cost equally.

20. Attorney Fees. Each party will pay his or her respective attorney fees.

IT IS SO ORDERED.

Approved as to form:

/s/ Brent Seamons*

Brent Seamons
Petitioner

/s/ Rickie Seamons*

Rickie Seamons
Respondent

* Electronically signed with permission.
Original e-signature on file with the Aryno Law Firm.

The judge's signature will appear at the top of the first page of this document.

CERTIFICATE OF SERVICE

The undersigned certifies that on the 30th day of August, 2026 she/he filed the foregoing DECREE OF DIVORCE using the Court's electronic filing system. The following were served via email:

Dawna Bentley
Peaceful Divorce solutions
dawna@peacefuldivorcesolutions.com

Brent Seamons
bseamons28@gmail.com

Rickie Seamons
rseamons79@gmail.com

/s/ Keyler Masinelli
